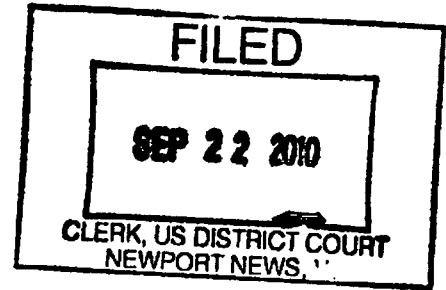


**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Newport News Division**



**ROBERT M. SHOOP,
Individually and as Executor of the
Estate of Peter E. Shoop, deceased,**

and

MICHAEL SHOOP,

Plaintiffs,

v.

Civil Case No.: 4:10-CV-125

**LIFE INSURANCE COMPANY OF NORTH AMERICA,
a Pennsylvania Corporation,**

Defendant,

**SERVE: CT Corporation System, Registered Agent
4701 Cox Road, Suite 301
Glen Allen, VA 23060**

and

**CIGNA CORPORATION,
a Connecticut Corporation,**

Defendant.

**SERVE: CT Corporation System, Registered Agent
One Corporate Center, Floor 11
Hartford, CT 06103-3220**

COMPLAINT

COME NOW the Plaintiffs, Robert M. Shoop, individually and as Executor of the Estate of Peter E. Shoop, and Michael Shoop, by counsel, and move this Honorable Court for judgment and an award of execution jointly and severally against the Defendants, on the grounds and in the amount sought herein below.

In support of their Complaint, the Plaintiffs state as follows:

Parties

1. The Plaintiff, Robert M. Shoop, is an individual of full age of majority and a resident of Williamsburg, Virginia. On December 4, 2009, the Plaintiff was duly qualified in the Clerk's Office of the Circuit Court for Fairfax County, Virginia as the Executor of the Estate of Peter E. Shoop, deceased, and is authorized to initiate this action pursuant to Virginia Code § 8.01-25. A copy of the Certificate of Qualification is attached hereto and marked as **Exhibit A**.

2. The Plaintiff, Michael Shoop, is an individual of full age of majority who resides in Ventura, California.

3. The Defendant, CIGNA Corporation ("CIGNA"), is a corporation organized and existing under the laws of the state of Connecticut and issues accidental death and dismemberment insurance policies in the Commonwealth of Virginia through its various subsidiaries.

4. The Defendant, Life Insurance Company of North America (the "Insurer"), is a corporation organized and existing under the laws of the state of Pennsylvania, is authorized to transact business in the Commonwealth of Virginia, and is an operating subsidiary of CIGNA.

Jurisdiction and Venue

5. This action is brought pursuant to § 502(a)(1)(B) of the Employee Retirement Income Security Act of 1974 ("ERISA") and jurisdiction in this Court therefore arises and is provided for under 29 U.S.C. § 1132(e)(1).

6. Venue is proper in this Court pursuant to 29 U.S.C. § 1132(e)(2) as all of the facts discussed herein occurred in Williamsburg and Newport News, Virginia. Further, one Plaintiff and the Registered Agent of the Defendant Insurer are located in the Eastern District of Virginia.

Facts

7. On or about June 1, 2004 the Insurer issued Accidental Death & Dismemberment policy number OK980037 (hereafter the "Policy") to Northrop Grumman Corporation ("Northrop Grumman") as Subscriber, under which Peter E. Shoop (hereafter "Shoop") was a Covered Person as that term is defined in the Policy.

8. The Policy provides a \$1,000,000 death benefit for Covered Persons.

9. Shoop designated the Plaintiffs, in their individual capacities, jointly, as his beneficiaries under the Policy.

10. A true and complete copy of the Policy is attached to this Complaint and marked as **Exhibit B**. Reference is made to **Exhibit B** for the terms and conditions of the Policy.

11. The Policy was issued through CIGNA by the Insurer, as the underwriter.

12. During all times relevant to this action, Northrop Grumman as the Subscriber under the Policy was responsible for paying the Policy premiums directly to the Defendant Insurer on behalf of all Covered Persons.

13. Under the terms of the Policy, Shoop was responsible for paying the cost of coverage for the Policy as a Covered Person and paid for this cost of coverage through payroll deductions to Northrop Grumman as Subscriber.

14. Shoop was laid off from Northrop Grumman on April 8, 2009.

15. Shoop died on April 28, 2009 as a result of a motor vehicle accident.

16. Under the terms of the Policy, coverage for accidental death shall remain in place and only end at the earliest of the following:

- a) The date the Policy ends;
- b) The date the insurance for the Covered Person's Covered Class ends;
- c) The next premium due date after the date the Covered Person is no longer in a Covered Class;
- d) The last day of the last period for which a premium is paid; or
- e) The next premium due date after the date the Covered Person attains the maximum age for insurance under the Policy.

17. Under the terms referenced above, coverage for accidental death remained in place for Shoop through either (c) the next premium due date after the date he was no longer in a Covered Class, as defined in the Policy, or (d) the last day of the last period for which a premium was paid by Northrop Grumman as Subscriber to the Defendant Insurer.

18. Upon information and belief, a premium for all Covered Persons was paid by Northrop Grumman as Subscriber to the Defendant Insurer for the period covering the entire month of April 2009.

19. Upon information and belief, May 1, 2009 was the next premium due date under the Policy after Shoop was no longer in a Covered Class.

20. Upon information and belief, April 30, 2009 was the last day of the last period for which a premium was paid by Northrop Grumman as Subscriber for coverage for Shoop as a Covered Person under the Policy.

21. The Policy was in full force and effect at the time of Shoop's death for \$1,000,000. The Policy has never lapsed or otherwise been terminated by either party.

22. The Insurer has paid \$250,000 to the Plaintiffs under the "conversion privilege" provisions of the Policy.

23. Despite coverage being in place and demand having been made, CIGNA and the Insurer have unjustifiably refused to pay the remaining \$750,000 due to the Plaintiffs under the Policy.

Count I: ERISA

24. The Plaintiffs re-allege the above paragraphs as if fully set forth herein.

25. The Policy is an employee welfare benefit plan subject to ERISA.

26. The Policy, which was in full effect at the time of Shoop's death, provides coverage in the amount of \$1,000,000 for accidental death.

27. Upon Shoop's death, CIGNA and the Insurer refused to provide the Plaintiffs the full amount of benefits to which they were entitled under the Policy.

28. The Plaintiffs have exhausted their appeals with the plan administrator. In its final letter dated July 1, 2010, CIGNA and the Insurer informed the Plaintiffs that their administrative appeals had been exhausted and that CIGNA and the Insurer could take no further action under the Policy.

29. CIGNA and the Insurer, despite repeated demand and the satisfaction of all conditions precedent to payment, have unjustifiably refused to provide coverage for the full amount of benefits to which Plaintiffs are entitled under the Policy.

30. Plaintiffs therefore bring this action pursuant to § 502(a)(1)(B) of ERISA to recover benefits in the principal amount of \$750,000 due to them under the Policy.

31. Plaintiffs are entitled to recover their costs and attorneys' fees incurred in this action pursuant to § 502(g) of ERISA.

WHEREFORE, the Plaintiffs, Robert M. Shoop, individually and as Executor of the Estate of Peter E. Shoop, and Michael Shoop respectfully move that this Honorable Court:

- (a) enter an Order holding that the Defendants, CIGNA Corporation and the Life Insurance Company of North America violated the terms of the Policy by failing to pay Plaintiffs the benefits to which they are entitled;
- (b) enter judgment, jointly and severally, against the Defendants, CIGNA Corporation and the Life Insurance Company of North America, in the principal amount of Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00);
- (c) enter an award of prejudgment interest on the principal sum of \$750,000.00 accruing from April 28, 2009 until paid, along with an award of the Plaintiffs' costs and expenses incurred in this action, including their attorneys' fees, pursuant to § 502(g) of ERISA;
- (d) take such other action and order such other relief as may be equitable and just under the circumstances.

**ROBERT M. SHOOP, INDIVIDUALLY
AND AS EXECUTOR OF THE ESTATE
OF PETER E. SHOOP,
and
MICHAEL SHOOP**

By: 

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